

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH OFFICE

HILTON HOTEL EMPLOYER LLC
D/B/A HILTON HAWAIIAN VILLAGE
WAIKIKI BEACH RESORT

and

Case 20–CA–276192

UNITE HERE! LOCAL 5

Scott E. Hovey, Jr., Esq.,
for the General Counsel.
Alan I. Model, Esq.,
for the Respondent.
Jennifer Cynn, Esq.,
for the Charging Party.

DECISION

STATEMENT OF THE CASE

ELEANOR LAWS, Administrative Law Judge. This case was tried using the Zoom for Government platform on October 19, 2021. Unite Here! Local 5 (the Union or Charging Party) filed the charge on April 23, 2021, and the General Counsel issued the complaint on August 3, 2021.¹ Hilton Hotel Employer LLC, d/b/a Hilton Hawaiian Village Waikiki Beach Resort (The Respondent or Hotel), filed a timely answer denying all material allegations.

The complaint alleges the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) when it failed to respond to the Union’s request for information related to a grievance it filed regarding the Respondent’s alleged failure to schedule daily room cleaning, resulting in lost work opportunity and lost wages for bargaining unit employees. For the reasons detailed below, I find the General Counsel has met the burden to prove this allegation by a preponderance of the evidence.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following

¹ The complaint was amended to change the caption to reflect the Respondent’s correct legal name.

FINDINGS OF FACT

I. JURISDICTION

5 The Respondent, a corporation, operates a hotel at its facility in Honolulu, Hawaii, where it annually derives gross revenues in excess of \$500,000, and purchases and receives goods at its Honolulu, Hawaii location valued in excess of \$5,000 directly from points outside the State of Hawaii. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

15 The Respondent operates the Hilton Hawaiian Village, a large resort hotel in Honolulu, Hawaii.

20 The Union represents about 1,600 employees at the Hotel. The Union and the Respondent entered into a collective-bargaining agreement (CBA) that ran from July 2013 through June 30, 2018. They also entered into a letter of agreement (LOA) that ran from July 2018 through June 2022. The CBA and LOA together spelled out the contractual terms binding the parties. (GC Exhs. 2–3.)²

25 During the relevant time period, Julie Walker was the Respondent’s area director of human resources, which included the Hilton Hawaiian Village. Debi Bishop was the Hotel’s managing director during the relevant time period, and Eileen Nepomuceno was the assistant human resources director.

30 Tammy Omoso was the Union’s lead organizer for its contract enforcement team.³ Kalena Miyashiro, the director of internal organizing for the Union, was a member of the safety committee and attended safety meetings at the Hotel. Affron Herring, who worked in the Hotel’s culinary department, was a union steward and first responder,⁴ who also served on the Hotel’s safety committee.

35 The Hilton Hawaiian Village was closed from April 14, 2020, through December 14, 2020, because of the COVID-19 pandemic. Upon reopening, Hilton implemented a program at its hotels, including the Hilton Hawaiian Village, called CleanStay, which included enhanced cleaning protocols, social distancing, and other measures meant to enhance safety in light of the ongoing pandemic. The Union was provided information regarding CleanStay during the

² Abbreviations used in this decision are as follows: “GC Exh.” for the General Counsel’s exhibit; and “R Exh.” for the Respondent’s exhibit. Although I have included some citations to the record, I emphasize that my findings and conclusions are based not solely on the evidence specifically cited, but rather are based on my review and consideration of the entire record.

³ Her duties included filing and processing grievances.

⁴ A first responder is one of the first people on the scene if a coworker has a question or concern about their job or the contract.

summer of 2020.⁵ Part of the CleanStay program involved inviting the guests to tailor their housekeeping services to their comfort level. To this end, guests were instructed to contact the front desk if they wanted to schedule a room cleaning, but otherwise the rooms would not be cleaned during the guest's stay. (R Exh. 3.) Prior to the pandemic, daily room cleaning was the norm, and guests could opt out of having their rooms cleaned on any given day by placing the "do not disturb" sign on the room's door.

While the Hotel was closed, its safety committee, comprised of Hotel management, Union representatives, and Hotel employees, continued to hold meetings via videoconference.⁶ During a videoconference safety committee meeting in December 2020, Miyashiro recalled asking Walker and Bishop whether the rooms would be cleaned on a daily basis when the hotel reopened. According to Miyashiro, Bishop responded that the rooms would not be cleaned on a daily basis because, according to surveys, guests did not want anyone coming into their rooms. Herring recalled Bishop stating during one or more of the meetings that, due to the new CleanStay program, daily housekeeping would not automatically be provided, and guests would need to call down to the front desk and opt into daily housekeeping if they wanted it. As he recounted, Bishop explained that guests were telling them nationwide and locally that they did not want daily housekeeping due to the pandemic, and they wanted to have little or less contact with the workers at the Hotel.

According to Bishop and Walker, daily room cleaning and the CleanStay program were not discussed at the safety meetings.⁷ Walker's notes from a December safety meeting reflect that a front desk employee named Caitlyn asked about the kipsu program, which was a texting program for guests to provide feedback. Caitlyn noted the kipsu number was posted "everywhere" and asked who was responding to the guests on the Hotel's behalf, including regarding housekeeping matters. Caitlyn also asked if the Hotel was still doing satisfaction and loyalty tracking (SALT) surveys, and Bishop responded, "[W]e are still doing SALT and addl questions regarding Clean Stay program, so important w/ safety. I been communicating with gsts and will continue to do that, very important." (GC Exh. 13.)

The LOA provides, in relevant part, "Due to the unique characteristics of a resort environment, the Hotel shall not implement any program or policy whereby guests' rooms are not cleaned after each and every night of their stay." (GC Exh. 3, p. 21.) On December 29, 2020, the Union filed a grievance alleging that the Respondent violated the CBA by failing and refusing to schedule daily room cleaning, resulting in loss of work opportunity and wages for the housekeepers. (GC Exh. 4.)

On March 16, 2021, Omoso sent (via facsimile) a letter to Walker, stating:

This is a request for information regarding daily room cleaning at the hotel. The Employer has taken the position that it refuses to provide guests with daily room cleaning

⁵ Bishop testified that the Union was provided information on CleanStay after May 2020. Walker testified she gave the Union information on CleanStay in July 2020. The precise timing is not material.

⁶ Section 15.1 of the CBA establishes the safety committee.

⁷ The issue in this case, and resolution thereof, remains the same regardless of what occurred during the December safety meetings.

because it is listening to the “voice of the guests”. It is the Union's position that daily room cleaning is a requirement under the CBA and a refusal by the Employer to do so based on the “voice of the guests” violates the CBA. Please provide the following information on the Employer’s position:

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(1) Please provide any and all documents that indicate the “voice of the guests” regarding daily room cleaning at the hotel. This may include (but is not limited to) emails, guest comments, memos, notes, correspondence, reviews, or any other documents;

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a. If there are surveys, please provide copies. Please also provide information, documents, and data regarding the Employer’s methodology for analyzing this survey data, and all documents indicating the results of such analysis. Please provide this information no later than March 23, 2021.

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(GC Exh. 5.) There was no response, so Omoso followed up on April 1, 2021, stating:

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A request for information was sent on March 16, 2021. To date the union has not received a (sic) any informationr (sic). This is a second request. A copy of the original request is attached. Please provide this information no later than April 5, 2021. If we do not receive the requested information the Union will file a charge with the National Labor Relations Board. Should you have any questions please contact me.

(GC Exh. 6.)

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On April 7, 2021, Walker responded to Omoso as follows, “The Hotel is in receipt of the Union’s information request regarding the above referenced matter. The Hotel is reviewing your request and will respond to your April 1, 2021 letter no later than Friday, April 16, 2021.” (GC Exh. 7.) On April 23, Nepomuceno wrote to Omoso the following:

30

I am writing in response to the Union’s March 16, 2021 request for information with respect to “daily room cleaning at the hotel.” As we have discussed previously, we disagree with the Union’s position that “daily room cleaning is a requirement of the CBA.” In your letter, you claim that the Employer has taken the position that it “refuses” to provide guests with daily room cleaning because it is listening to the “voice of the guests.” You have misstated the Employer’s position. The Hotel is not “refusing” to provide guests with daily room cleaning. We are also unfamiliar with phrase, “voice of the guests,” as used in your letter. As we have indicated previously, current room cleaning protocols are based on the Hilton CleanStay program, information and documentation about which we have previously provided to the Union. The information you request is therefore irrelevant and unnecessary for the Union to carry out its statutory duties and responsibilities. Should you still believe the information is relevant, please demonstrate such and the Hotel will further consider your request.

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(GC Exh. 8.)

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Omoso responded on April 27, stating in relevant part:

This request for information is a direct response to the Employer's position that the reason the hotel refuses to offer daily room cleaning is because it is listening to guests' preference. This was specifically stated by Debbie Gibson in a large Zoom meeting with approximately 50 - 70 workers and director of organizing Kalena Miyashiro that took place at the end of 2020. In this meeting, the Employer made clear to the Union and Hilton workers that the Employer relied on input from guests in order to decide to no longer provide daily room cleaning as it had prior to the pandemic. The request for information simply asks for the information that the Employer relied upon as stated by Debbie Gibson.

We have now demonstrated that this information is relevant and necessary. The Employer has stated that this information exists and the Employer relied upon it to make decisions that have a direct impact on workers and the disposition of a Union grievance. Please provide any and all documents named in my March 16, 2021 request for information no later than April 30, 2021.

(GC Exh, 9) Omoso was referring to Debi Bishop, the Hotel's managing director; the reference to "Debbie Gibson" was an error.⁸ Walker responded on May 12, noting the mistake in Bishop's name and stating, in relevant part:

[C]onsistent with Hilton CleanStay, Ms. Bishop has explained in the past that it is the guest's choice whether to request housekeeping service during the guest's stay. She did not, however, make any of the statements you ascribe to her. Thus, our position remains the same: The information you seek has no relevance to the issue underlying the grievance in question.

(GC Exh. 10.) On May 25, Miyashiro sent Walker a follow-up, stating in relevant part:

As you may know, the CBA prohibits the Employer from implementing any policy whereby guest rooms are not cleaned each and every night of their stay. In case you have forgotten, prior to the pandemic, guests were automatically provided daily room cleaning and had the option to "opt out" by putting a DND sign on their doors. Guests never had to request daily room cleaning. Secondly, I was at the meeting with Debi Bishop and HHV workers. Debi was clear that the Hilton's decision to stop providing daily room cleaning to guests was based on the guests' preference. I recall this because I was at that meeting, as were many HHV workers. I am certain that this information is relevant to the grievance because, from the Union's perspective, it goes to the heart of why the Employer chose to violate the clear language of the CBA. You have not claimed that this information does not exist. We are entitled to it. Please provide it no later than June 2nd, 2021.

(GC Exh. 11.)

⁸ Omoso clarified this in writing on June 1, 2021. (GC Exh. 12.) Though the reference to Debbie Gibson may have seemed "Out of the Blue," those of us who grew up in the 80's were nostalgically reminded of our "Electric Youth."

The Respondent provided no documents or further responses. At the hearing, Walker testified there were no responsive documents.

III. DECISION AND ANALYSIS

A. Legal Standards

Pursuant to Section 8(a)(5) of the Act, each party to a bargaining relationship is required to bargain in good faith. Part of that obligation is that both sides are required to furnish relevant information upon request. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967). The employer's duty to provide relevant information exists because without the information, the union is unable to perform its statutory duties as the employees' bargaining agent. Like a flat refusal to bargain, "[t]he refusal of an employer to provide a bargaining agent with information relevant to the Union's task of representing its constituency is a per se violation of the Act" without regard to the employer's subjective good or bad faith. *Brooklyn Union Gas Co.*, 220 NLRB 189, 191 (1975); *Procter & Gamble Mfg. Co.*, 237 NLRB 747, 751 (1978), *enfd.* 603 F.2d 1310 (8th Cir. 1979). In determining possible relevance, the Board does not pass upon the merits, and the labor organization is not required to demonstrate that the information is accurate, not hearsay, or even ultimately reliable. *Postal Service*, 337 NLRB 820, 822 (2002).

Information concerning employees in the bargaining unit and their terms and conditions of employment, is deemed "so intrinsic to the core of the employer-employee relationship" to be presumptively relevant. *Disneyland Park*, 350 NLRB 1256, 1257 (2007); *Sands Hotel & Casino*, 324 NLRB 1101, 1109 (1997). Presumptively relevant information must be furnished on request to employees' collective-bargaining representatives unless the employer establishes a legitimate affirmative defense to the production of the information. *Metta Electric*, 349 NLRB 1088 (2007); *Postal Service*, 332 NLRB 635 (2000).

When the requested information does not concern subjects directly pertaining to the bargaining unit, such material is not presumptively relevant, and the burden is upon the labor organization to demonstrate the relevance of the material sought. *Disneyland Park*, *supra* at 1257; *Richmond Health Care*, 332 NLRB 1304, 1305, *fn.* 1 (2000). To determine relevance, the Board uses a "liberal, discovery-type standard" that requires only that the requested information have "some bearing upon" the issue between the parties and be "of probable use to the labor organization in carrying out its statutory responsibilities." *Public Service Co. of New Mexico*, 360 NLRB 573, 574 (2014); *Postal Service*, 332 NLRB at 636.

A valid information request imposes a duty upon the non-requesting party to respond in a timely manner—either by complying with the request or by asserting its rationale for not doing so. "Failure to make either response in a reasonable time is, by itself, a violation of Section 8(a)(5) and (1) of the Act." *Columbia University*, 298 NLRB 941, 945 (1990), citing *Ellsworth Sheet Metal*, 232 NLRB 109 (1977); see also *Daimler Chrysler Corp.*, 331 NLRB 1324, 1329 (2000); *Interstate Food Processing*, 283 NLRB 303, 304 at *fn.* 9 (1987).

"To determine whether requested information has been provided in a timely manner, the Board considers a variety of factors, including the nature of the information sought, the difficulty in obtaining it, the amount of time the employer takes to provide it, the reasons for the delay, and

whether the party contemporaneously communicates these reasons to the requesting party.” *TDY Industries, LLC d/b/a ATI Specialty Alloys & Components, Millersburg Operations*, 369 NLRB No. 128, slip op. at 2 (2020), citing *Safeway, Inc.*, 369 NLRB No. 30, slip op. at 7 (2020); see also *Linwood Care Center*, 367 NLRB No. 14 slip op. at 4–5 (2018)(finding 6-week delay in providing requested information about wage increases unreasonable where information was not difficult to retrieve and respondent provided no justification for the delay).

If no responsive documents exist, the employer must timely convey this to the union. *Safeway, Inc.*, above, slip op. at 7 (2020); See also *Graymont PA, Inc.*, 364 NLRB No. 37, slip op. 1, 6-7 (2016), enf. denied on other grounds Nos. 16-1249 & 16-1288 (D.C. Cir. March 3, 2017); *Endo Painting Service*, 360 NLRB 485, 486 (2014) (Employer “obligat[ed] to timely disclose that requested information does not exist” as part of the duty to timely provide information); *Tennessee Steel Processors*, 287 NLRB 1132, 1132–1133 (1988) (respondent unlawfully waited 6 months to inform the union that certain requested information did not exist).

B. Analysis and Findings

The LOA provides, in relevant part, “Due to the unique characteristics of a resort environment, the Hotel shall not implement any program or policy whereby guests’ rooms are not cleaned after each and every night of their stay.” (GC Exh. 3, p. 21.) In the instant case, the Union filed a grievance stating, “The Employer is violating the CBA by failing and refusing to schedule daily room cleaning which is resulting in lost work opportunity and lost wages for the Grievants.” (GC Exh. 4.) Assuming the information requested is not presumptively relevant, I find the Union has established its request for information regarding guest preference as to daily room cleaning is relevant both to policing the collective-bargaining agreement and processing its grievance.⁹ It is clear the union officials believed that guests provided input regarding the Hilton’s cleaning practices, including the housekeeping components of these practices. Indeed, in one of the responses to the information request, the Respondent stated, “Ms. Bishop has explained in the past that it is the guest’s choice whether to request housekeeping service during the guest’s stay.” (GC Exh. 10.) Any documents reflecting this choice would therefore be responsive to this request. That guests were given the opportunity for input is also supported by notes from a December safety meeting referencing the Hotel’s posting of the “kipsu” number for providing feedback (including feedback about housekeeping), as well as its continued use of the SALT surveys with additional questions regarding the CleanStay program. Regardless of what was or was not said at the December 2020 safety meetings, the Union has established relevance.¹⁰

The Respondent provided no responsive documents, and did not state that it possessed no responsive documents until the hearing. To support its position, the Respondent first focuses on the Union’s repeated use of the term “voice of the guests” and argues that the Union erred in seeking a very narrow set of information under a specific program at a different hotel. Because

⁹ The General Counsel does not argue that the information requested was presumptively relevant.

¹⁰ It is clear Omoso prefaced the information request by expressing a belief that the change to having rooms cleaned daily as a default to having them cleaned upon request was the result of guest feedback. Regardless, the contract specifically references daily room cleaning and the grievance was about daily room cleaning. The request directly concerns daily room cleaning. It is therefore relevant.

such a program did not exist at the Hilton, the Respondent contends, no response was warranted. In her initial response to the Union, however, Nepomuceno did not indicate she believed the Union was referring to a specific program, and only stated that she was unfamiliar with the phrase “voice of the guests”. In any event, just four days later, Omoso clarified that she was referring to input from the guests or the guests’ preference.¹¹ Despite the use of the term “voice of the guests” and its placement in quotations, it is abundantly clear from the Union’s multiple requests that it was seeking guest feedback. The Respondent’s attempt at semantic gamesmanship is flimsy and unconvincing.

The Respondent next argues that its response stating the current room cleaning protocols were based on Hilton’s CleanStay program should have ended the Union’s inquiry. The Union, however, requested all documents reflecting guests’ preference about daily room cleaning, regardless of the CleanStay program.¹² As such, the Hotel’s implementation of the CleanStay program does not obviate its duty to respond to the Union’s request.

Finally, the Respondent contends there were no responsive documents. As noted above, this was first raised at the hearing, after repeated refusals to provide responsive documents on relevance grounds. As the assertion no responsive documents existed was raised more than seven months after the initial request, this was an unlawful delay under extant Board law. See, e.g., *Tennessee Steel Processors*, above.

The Respondent’s continued position that its duty to provide documents was limited to a “voice of the guest” program at another hotel chain raises questions as to whether its belated response that there are no responsive documents is valid. Particular considering the evidence regarding the “kitsu” texts and SALT surveys, it is unclear whether the Respondent has complied with the Union’s request. Accordingly, the remedies and order sections below will provide that responsive information shall be provided should it exist. If it does not exist, the Respondent shall promptly notify the Union that no responsive information exists.

Based on the foregoing, I find the General Counsel has met the burden to prove the Respondent violated Section 8(a)(5) and (1) of the Act as alleged.

CONCLUSIONS OF LAW

1. By failing and refusing to provide, and/or unduly delaying in providing, the Union with requested information relevant to the Union’s proper performance of its collective-bargaining duties as the exclusive bargaining representative of an appropriate unit of the Respondent’s employees, the Respondent has engaged in unfair labor practices within the

¹¹ If the Respondent’s officials were still confused about what information the Union was seeking after Omoso’s April 27 clarification, it was incumbent upon them to request further clarification. *Keauhou Beach Hotel*, 298 NLRB 702 (1990).

¹² Though not material to decide this case, it indeed appears the CleanStay program was based, at least in part, on guest feedback. Program literature notes, “Research indicates that consumers have heightened concerns regarding hygiene on their journey, and trust in cleanliness will be critical to restarting travel.” (R Exh. 2, p. 2); and “We also understand that our guests’ expectations for cleaning and disinfection have changed.” (R Exh. 3, p. 1).

meaning of Section 8(a)(5) and (1) of the Act.

2. The above violation is an unfair labor practice affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Having found the Respondent failed and refused to provide requested relevant information and/or failed to timely provide requested relevant information to the Union, I shall order the Respondent to cease and desist from this action and to provide to the Union any relevant information as specified in the recommended Order below.

The Respondent shall be required to post a notice that assures its employees that it will respect their rights under the Act

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹³

ORDER

The Respondent, Hilton Hotel Employer, LLC, d/b/a Hilton Hawaiian Village, Honolulu, Hawaii, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain with the Union, Unite Here! Local 5, by failing and refusing to furnish it with requested information that is relevant and necessary to the performance of its function as the exclusive collective-bargaining representative of Respondent's employees in the following appropriate bargaining unit:

All employees employed by Respondent identified in Exhibit B (Banquet Bushelp, Banquet Captain, Banquet Dining Room Steward, Banquet Porter, Banquet Waithelp, Head Banquet Porter, Bar Porter, Bartender, Cocktail Waithelp, Combination Bartender, Function Bartender, Head Bartender, Head Mini-Bar Porter, Lead Bartender, Mini-Bar Porter, Service Bartender, Assistant Baker, Assistant Pastry Chef, Assistant Pastry Cook, Baker/Pastry Cook, Bakery Cook, Baker, Pastry Chef, Pastry Cook, Butcher, Head Butcher, Assistant Cook, Breakfast Cook, Cafeteria Cook, Cook's Helper, Dinner Cook, Fry Cook, Second Cook, Working Chef/Working Sous Chef, Assistant Gardemanager, Assistant Pantry, Counter Person, Fountain Dispenser, Head Gardemanager, Head

¹³ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

Pantry/Gardemanager, Pantry, Assistant Head Steward, Buffet Food Runner, Head Utility Steward, Utility Steward, Bushelp, Cafeteria Attendant, Cashier/Host/Hostess, Coffee Attendant, Counter Attendant, Dining Room Steward, Food Service Assistant, Head Bushelp, Host/Hostess, Tea Attendant, Waithelp, Waithelp Captain, Wine Steward, Front Office Clerk, Front Office Working Supervisor, Guest Service Agent, Guest Service Agent Working Supervisor, Junior Front Office Clerk, Junior Reservations Clerk, Reservations Clerk, Senior Front Office Clerk, Senior Reservations Clerk, Accounting Clerk, Accounting Working Supervisor, Assistant Auditor, Assistant Head Food & Beverage Cashier, Auditor, Chief Clerk/Bookkeeper, Food & Beverage Cashier, Food & Beverage Control Clerk, Front Office Cashier, General Cashier, Head Cashier, Head Night Auditor, Income Auditor, Junior Accounting Clerk, Paymaster, Posting Clerk, Receptionist Cashier, Senior Accounting Clerk, Voucher Clerk, Beach Clerk, Exit Watch, File Clerk Typist, Housekeeping Clerk, Junior Beach Clerk, Junior Tour Desk Clerk, Maintenance Clerk, Secretary, Timekeeper, Timekeeper/Receiving Clerk, Tour Desk Clerk, Assistant Senior Storekeeper, Buyer, Junior Storekeeper, Purchasing Agent, Purchasing Clerk, Senior Storekeeper, Storekeeper, Head Telephone Operator, Message Telephone Operator, Telephone Operator, Housekeeping Department Working Supervisor, Head Linen Room Attendant, Inspectress, Linen Room Attendant, Seamstress, Housekeeper III, Housekeeper II, Housekeeper I – General Cleaner, Housekeeper I- Rooms, Personal Housekeeper, Head Laundry Attendant, Laundry Attendant III, Laundry Attendant II, Laundry Attendant I, Laundry Working Supervisor, General Maintenance, Maintenance Foreman, Maintenance First Class, Maintenance Second Class, Maintenance Trainee, Maintenance Utility, Stage Maintenance, Carpenter Foreman, Carpenter Journeyman, Carpenter Maintenance, Locksmith, Mason, Electrician Foreman, Electrician Journeyman, Electrician Maintenance, Mechanic Foreman, Mechanic Journeyman, Mechanic Maintenance, Air-Condition/Refrigeration Specialist-Journeyman, Painter Foreman, Painter Journeyman, Painter Maintenance, Plumber Foreman, Plumber Journeyman, Plumber Maintenance, Upholster Foreman, Upholster Journeyman, Upholster Maintenance, Upholster Seamstress, Assistant Head Gardener, Gardener, Gardener First Class, Insect and Rodent Control, Insect and Rodent Control Aide, Insect and Rodent Control Foreman, Laborer, Parking Garage Cleaner, Truck Driver, Assistant Bell Captain, Beach/Pool Attendant, Bell Clerk, Bell Porter, Bell Sergeant, Bell Valet, Bellhop, Door Attendant, Front Services Clerk, Limousine Driver, Messengers, Parking Valet, Pool Captain, Valet Assistant, Working Bell Captain, Parking Garage Cleaner, Parking Lot Attendant, Senior Parking Attendant, Working Supervisor (Parking) of the collective-bargaining agreement in effect between Respondent and the Union from July 1, 2013 through June 30, 2018, and incorporated by reference into the most recent collective-bargaining agreement between Respondent and Union in effect from July 1, 2018 to June 30, 2022.

(b) In any like or related manner interfering with, restraining, or coercing employees of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish the Union with the following information it requested on March 16, 2021:

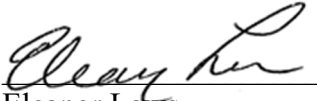
(1) any and all documents that indicate the guests' preference regarding daily room cleaning at the hotel, including (but . . . not limited to) emails, guest comments, memos, notes, correspondence, reviews, or any other documents;

(2) Copies of any surveys, as well as information, documents, and data regarding the Employer's methodology for analyzing this survey data, and all documents indicating the results of such analysis.

(b) Within 14 days after service by the Region, post at its facility in Honolulu, Hawaii, copies of the attached notice marked "Appendix."¹⁴ Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 23, 2021.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. December 14, 2021


Eleanor Laws
Administrative Law Judge

¹⁴ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT fail and refuse to bargain with Unite Here! Local 5, (Union), the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

All employees employed by Respondent identified in Exhibit B (Banquet Bushelp, Banquet Captain, Banquet Dining Room Steward, Banquet Porter, Banquet Waithelp, Head Banquet Porter, Bar Porter, Bartender, Cocktail Waithelp, Combination Bartender, Function Bartender, Head Bartender, Head Mini-Bar Porter, Lead Bartender, Mini-Bar Porter, Service Bartender, Assistant Baker, Assistant Pastry Chef, Assistant Pastry Cook, Baker/Pastry Cook, Bakery Cook, Baker, Pastry Chef, Pastry Cook, Butcher, Head Butcher, Assistant Cook, Breakfast Cook, Cafeteria Cook, Cook's Helper, Dinner Cook, Fry Cook, Second Cook, Working Chef/Working Sous Chef, Assistant Gardemanager, Assistant Pantry, Counter Person, Fountain Dispenser, Head Gardemanager, Head Pantry/Gardemanager, Pantry, Assistant Head Steward, Buffet Food Runner, Head Utility Steward, Utility Steward, Bushelp, Cafeteria Attendant, Cashier/Host/Hostess, Coffee Attendant, Counter Attendant, Dining Room Steward, Food Service Assistant, Head Bushelp, Host/Hostess, Tea Attendant, Waithelp, Waithelp Captain, Wine Steward, Front Office Clerk, Front Office Working Supervisor, Guest Service Agent, Guest Service Agent Working Supervisor, Junior Front Office Clerk, Junior Reservations Clerk, Reservations Clerk, Senior Front Office Clerk, Senior Reservations Clerk, Accounting Clerk, Accounting Working Supervisor, Assistant Auditor, Assistant Head Food & Beverage Cashier, Auditor, Chief Clerk/Bookkeeper, Food & Beverage Cashier, Food & Beverage Control Clerk, Front Office Cashier, General Cashier, Head Cashier, Head Night Auditor, Income Auditor, Junior Accounting Clerk, Paymaster, Posting Clerk, Receptionist Cashier, Senior Accounting Clerk, Voucher Clerk, Beach Clerk, Exit Watch, File Clerk Typist, Housekeeping Clerk, Junior Beach Clerk, Junior Tour Desk Clerk, Maintenance Clerk, Secretary, Timekeeper, Timekeeper/Receiving Clerk, Tour Desk Clerk, Assistant Senior Storekeeper, Buyer, Junior Storekeeper, Purchasing Agent,

Purchasing Clerk, Senior Storekeeper, Storekeeper, Head Telephone Operator, Message Telephone Operator, Telephone Operator, Housekeeping Department Working Supervisor, Head Linen Room Attendant, Inspectress, Linen Room Attendant, Seamstress, Housekeeper III, Housekeeper II, Housekeeper I – General Cleaner, Housekeeper I- Rooms, Personal Housekeeper, Head Laundry Attendant, Laundry Attendant III, Laundry Attendant II, Laundry Attendant I, Laundry Working Supervisor, General Maintenance, Maintenance Foreman, Maintenance First Class, Maintenance Second Class, Maintenance Trainee, Maintenance Utility, Stage Maintenance, Carpenter Foreman, Carpenter Journeyman, Carpenter Maintenance, Locksmith, Mason, Electrician Foreman, Electrician Journeyman, Electrician Maintenance, Mechanic Foreman, Mechanic Journeyman, Mechanic Maintenance, Air-Condition/Refrigeration Specialist-Journeyman, Painter Foreman, Painter Journeyman, Painter Maintenance, Plumber Foreman, Plumber Journeyman, Plumber Maintenance, Upholster Foreman, Upholster Journeyman, Upholster Maintenance, Upholster Seamstress, Assistant Head Gardener, Gardener, Gardener First Class, Insect and Rodent Control, Insect and Rodent Control Aide, Insect and Rodent Control Foreman, Laborer, Parking Garage Cleaner, Truck Driver, Assistant Bell Captain, Beach/Pool Attendant, Bell Clerk, Bell Porter, Bell Sergeant, Bell Valet, Bellhop, Door Attendant, Front Services Clerk, Limousine Driver, Messengers, Parking Valet, Pool Captain, Valet Assistant, Working Bell Captain, Parking Garage Cleaner, Parking Lot Attendant, Senior Parking Attendant, Working Supervisor Parking) of the collective-bargaining agreement in effect between Respondent and the Union from July 1, 2013 through June 30, 2018, and incorporated by reference into the most recent collective-bargaining agreement between Respondent and Union in effect from July 1, 2018 to June 30, 2022.

WE WILL NOT refuse and fail to provide the Union with the information it requested that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT unreasonably delay in responding to the Union's information requests or otherwise unreasonably delay in providing the Union with information it requests that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the National Labor Relations Act.

WE WILL, to the extent we have not already done so, provide the Union with the information it requested in its March 16, 2021, information request:

- (1) any and all documents that indicate the guests' preference regarding daily room cleaning at the hotel, including (but . . . not limited to) emails, guest comments, memos, notes, correspondence, reviews, or any other documents;
- (2) Copies of any surveys, as well as information, documents, and data regarding the Employer's methodology for analyzing this survey data, and all documents indicating the results of such analysis.

HILTON HOTEL EMPLOYER LLC
D/B/A HILTON HAWAIIAN VILLAGE
WAIKIKI BEACH RESORT

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

300 Ala Moana Boulevard, Room 7-245, Honolulu, HI 96850-4980

(808) 541-2814, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/20-CA-276192 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (808) 541-2815.